

Our File #: 08-115
Prepared By & Return To:
Bridgforth & Buntin
P. O. Box 241
Southaven, MS 38671
(662) 393-4450

PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the part payment of the indebtedness described in and secured by that certain Deed of Trust dated July 29, 2005, executed by War Eagle Properties II, LLC, to Colmon Mitchell, as Trustee, First Security Bank, as Beneficiary, which Deed of Trust is recorded in Book 2277, Page 668, in the office of the Chancery Clerk of DeSoto County, Mississippi, the undersigned First Security Bank, as Beneficiary named in said Deed of Trust, has bargained and sold and by these presents, do bargain, sell, convey, remise, release and quitclaim unto the said War Eagle Properties II, LLC, the following described property located in DeSoto County, Mississippi, to-wit:

Lots 1,2,3, Trivest Craft Road Subdivision, situated in Section 20, Township 1 South, Range 6 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 56, Page 34, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Lots 1,3,4,7, 1st. Revision, Mineral Wells Commercial Subdivision, situated in Section 20, Township 1 South, Range 6 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 56, Page 34, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Lots 1,2,3 4, State Line Cove Subdivision, situated in Section 20, Township 1 South, Range 6 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 56, Page 34, in the office of the Chancery Clerk of DeSoto County, Mississippi.

TO HAVE AND TO HOLD the aforesaid real property unto the said War Eagle Properties, LLC, their successors, heirs and assigns, in fee simple forever, free and discharged from the lien of said Deed of Trust and the indebtedness secured thereby.

The Chancery Clerk is hereby authorized and requested to enter the appropriate marginal notation of this release upon the face of said Deed of Trust.

But this is a partial release and as to all other property described in and conveyed by said Deed of Trust not heretofore nor hereby released, the lien of said shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this instrument, this the 10th day of MARCH, 2008.

FIRST SECURITY BANK

By: *David P. Moore, Vice President*

STATE OF MISSISSIPPI
COUNTY OF

PERSONALLY appeared before me, the undersigned authority at law, in and for the State and County aforesaid, the within named David P Moore, who acknowledged that as Vice President, for and on behalf of and by authority of First Security Bank, he signed and delivered the above and foregoing Partial Release on the day and year therein mentioned, as a free and voluntary act and deed, and for the purposes therein expressed.

GIVEN UNDER MY HAND and Seal of Office, this the 10th day of March, 2008.

My Commission expires:

